	astructure nada	CALL-UP COMMANDE SU	' AGAINST A STA BSÉQUENTE À UN	NDING OFFER FOR TEMP E OFFRE À COMMANDE	ORARY HELP/C POUR AT/CON	ONTRACT AGAINS TRAT SUITE À UN	ST A SUPPL	Y ARRANGEMENT MENT EN MATIÈRE	ATIA - 20(1)
300-102 BANK	RESOURCES INC.	12:		Conta	ct - Personne-ressour gélique Ingabire	Tel. No - N 613-95	l° du Tél.	Fax. No N° de téléco	
OTTAWA ON CANADA	K1P 5N4		Standing Offer No./S No de l'offre à comr d'approvisionnement SA/AMA:	upply Arrangement No. mandes/No arrangement en matière	Amendment No.	- N° de la modification	Previous Valu précédente (y	Lue (Inc. taxes) - Valeur y compris la taxe)	
Vendor # - N° fournisseu 100024954	Contact Name - Nom du contact Brittney Perkins	Acc. # - Nº comp.			. Inc./Dec. (Inc. ta compris la taxe)	exes) - Aug./Dim. (y	Revised value	e - Valeur révisée	
tem No. I° Art.		Descrip	tion		Hours Heures	Rate Taux	Total Total	Disc Esc	Ext. Price Prix prévu
	and reporting of results ud mporary help	der NRP					19,125.00		19,125.0
- The order number	er must appear on invoices	Name of referral Personne référée	nce.	Le numéro de la der	nande doit appa	Security classification Niveau de la cote séc		Place of clearance Lieu d'obtention de l'aut	orisation
anguage requirements exigences linguistiques Bilingual/Bilingue	Hours of work - Heures de trav	Heures No/I	s supplémentaires	IAN MACARTHUR lassification EVALUATION ANALYST,	INTERMEDIATE	Secret		PWGSC Period of Contract (M/D) Période du contrat (M/J) 10/07/2019 To/A	A)
INFRASTRUCTU FINANCE		l F	NFRASTRUCTU INANCE	RE CANADA					otal / Sous-total 19,125.0
1100-180 KENT OTTAWA ON	K1P OB6	0	1100-180 KENT DTTAWA ON Email/Courriel:	K1P OB6		Direct depos		from receipt	Amount/Montant de la tav 2,486.2
Special Instructions - Instru	uctions spéciales					Cartified pureusph	to subsection 1	32(1) of the Financial Adm	21,611.2
						OSIOWY TANYA	du paragraphe 3	22(1) de la Loi sur la gest	3/10/2017
						Signature Approved for the	TANKS TO SELECT THE PERSON OF	Approuvé pour le Minist	Date

Competitive - Bid Solicitation under Temporary Help Services Supply Arrangements

Temporary Help Services Stream

Analysis of Program Evaluation

For Infrastructure Canada

This Bid Solicitation is issued against the Temporary Help Services Supply Arrangement, EN578-172870. All terms and conditions of the Temporary Help Services Supply Arrangement apply and are incorporated into any resulting contract(s).

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).

Click the blue? (Question mark) boxes for additional information.

Resulting Contract Clauses

1. Security Requirement

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

- 1.The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of Secret, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
- 2.The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of Reliability Status, Confidential or Secret as required, granted or approved by CISD/PWGSC
- 3. The Contractor/Offeror must not remove any protected/classified information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 4.Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 5.The Contractor/Offeror must comply with the provisions of the:
- a. Security Requirements Check List and security guide (if applicable), attached at Annex
- b.Industrial Security Manual (Latest Edition)

2. Vendor Performance Management

Any resulting contract under the Supply Arrangement may be subject to the Vendor Performance Management Regime, where specific elements of the Work will be subject to performance evaluation. The Contractor may be required to collect, compile and present performance information and the Contractor will be evaluated on specific aspects of its performance.

3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

General Conditions

2010B General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

SACC Manual Clauses

Insurance

G1005C (2016-01-28), Insurance - No Specific Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5. Term of Contract

Period of the Contract

The work is to be performed during the period of 2019-10-07 to 2020-03-31.

6. Authorities

Contracting Authority

The Contracting Authority for the Contract is:

Name:

Jennifer Hendrick

Telephone:

343-543-0187

E-mail address:infc.procurement-approvisionnement.infc@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority (optional)

The Project Authority for the Contract is:

Name:

Angélique Ingabire

Telephone:

613-952-3373

37)

E-mail address:angelique.ingabire@canada.ca

Contractor's Representative

Name:

Tori Moore

Telephone:

613-230-3700

E-mail address:

7. Payment

Basis of Payment - Firm Hourly Rate

The Contractor will be paid the firm hourly rates as determined in the Basis of Payment in Annex B, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Estimated Cost : \$ 19,125.00

Basis of Payment - Authorized Travel and Living Expenses

Concerning the requirements to travel described in the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure of .

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the Contracting Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ 19,125.00. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from an design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the work.

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. 4 months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions.

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8. Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the work performed has been accepted by Canada.

9. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be sent by e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

10. Certifications - Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contract does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

SACC Manual Clauses

A3000C (2014-11-27), Aboriginal Business Certification

A3060C (2008-05-12), Canadian Content Certification

11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

12. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any documents that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the General Conditions 2010B (2016-04-04) Professional Services (Medium Complexity);
- c. Annex A Statement of Work;
- d. Annex B Basis of Payment;
- e. Annex C Security Requirements Check List;
- f. the Contractor's bid.

13. Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract, and those premises are inaccessible because of the evacuation or closure of government offices, the Contractor will be paid for no more than 1 working week, at the rates in the Contract provided that the Contractor submits with its invoice a certification, countersigned by the affected resource, stating that:

- the Contractor has not received any other payment from any other client for the period of the closure; and
- the affected resource will be paid at the rate they are entitled to had the services been provided.

14. Staffing Arrangements

A transfer fee will be payable to the Contractor by the Identified User when the "office" where the THS Resource has been assigned during the contract period hires the resource without competition, either on a casual, term or indeterminate basis, prior to the passage of up to 20 calendar weeks measured from the start of services under the contract regardless of a change of duties.

- Greater than 18 and up to 20 weeks from the start of services: 2%
- Greater than 16 and up to 18 weeks from the start of services: 4%
- Greater than 14 and up to 16 weeks from the start of services: 6%
- Greater than 12 and up to 14 weeks from the start of services: 8%
- · Greater than 10 and up to 12 weeks from the start of services: 10%
- Greater than 8 and up to 10 weeks from the start of services: 12%
- Greater than 6 and up to 8 weeks from the start of services: 14%
- Greater than 4 and up to 6 weeks from the start of services: 16%
- Greater than 2 and up to 4 weeks from the start of services: 18%
- Greater than 0 and up to 2 weeks from the start of services: 20%

Page 5 of 10

Notes:

"Office" is interpreted as an organization in a department, agency, or crown corporation under the supervision of a Director General or equivalent. Where there is no DG or equivalent level, the next highest rank is applicable.

Transfer fees apply whether the contract is active or not (i.e.: terminated, expired) at the time the resource is hired by the Identified User.

Transfer fees are based on the annualized salary offered to the temporary help resource. For the purposes of this clause, annualized salary offered to the THS Resource means the starting annual salary of the position offered by the department to the THS Resource in effect at the time of the offer. This does not include any subsequent performance / incentive pay, bilingual bonus, collective agreement increases or other increases that may occur.

For example, a THS resource being offered a casual, term or indeterminate employment starting at level 1 increment-PG 2 salary would have an annualized salary of \$50,502. Where the position is instead based on an hourly rate, then this hourly rate would be annualized, multiplied by 1950 (7.5 hour day), and further multiplied by the appropriate transfer fee percentage. (e.g. \$18.00/hour x 1950 hours = \$35,100 and if hired at the 5 week mark \$35,100 x 16% = \$5.616 transfer fee).

15. Termination Notification

When a Contract is terminated (with the exception of default) before it's expiry and the estimated contract period was 3 months or longer, the Identified User must provide the Contractor with a minimum of 7 calendar day's written notice.

If the required notification is not provided, the Identified User will pay a fee based on 7.5 hours per day at the rate charged by the Contractor for each remaining day of the required notice. No written notification is required if the Contract naturally expires.

16. Overtime

Overtime must not be performed under the Contract unless authorized in advance and in writing by the Identified User. Any request for payment must be accompanied by a copy of the overtime authorization, including any premium to be paid, and a report containing the details of the overtime performed pursuant to the written authorization.

Overtime is regulated by provincial legislation and is therefore calculated based on where the work is performed.

- In Ontario, overtime is payable for time worked in excess of 44 hours in a week
- In Quebec, overtime is payable for time worked in excess of 40 hours in a week.

17. Statutory Holidays

When an Identified User's office is closed due to a statutory holiday, the Contractor will not be paid for that day and the resource must not report for work.

When an Identified User's office is open on a day normally recognized as a statutory holiday, it is the Contractor's decision whether to allow the resource to work or not. Agreement between the Contractor and the Identified User should be documented in advance of the holiday.

18. Replacement of Specific Individuals

- a. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- b. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - i. the name, qualifications and experience of the proposed replacement; and
 - ii. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- c. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

19. Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the face that the individual is not a Government of Canada employee;
- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d. If Canada determines that the Contractor are n breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

Annex A - Statement of Work

For Infrastructure Canada

Analysis of Program Evaluation

1. Background

Objective:

The Program Operations Branch, Program Integration (PI) requires, as part of the Performance Measurement Strategy, to assess and report on the program results for the National and Regional Projects (NRP) for the period of 2014 to 2019.

2. Scope of Work

The contract is to assess and reporting of results under the NRP. This will require reviewing program documents, consulting with program staff, elaborating on a methodology, identifying indicators and data elements whether quantitative or narrative and analyze the information for the purpose of presenting a report on the results and impacts of the program in achieving the intended outcomes. A description of what is to be accomplished is provided below. The work of the selected resource is expected to be completed by November 30, 2019.

3. Requirements

Streams and Categories	Level of Expertise	Linguistic Profile	Number of resources
Financial Services Categories			
8.2 Evaluation analyst	Intermediate	Bilingual	1

4. Tasks & Qualifications

5. Support provided by Canada

Program Integration will review and provide feedback on all drafts submitted by the resource and will provide the resource with appropriate background documentation and contact information for relevant INFC staff.

Work will be performed at the premises of INFC at 180 Kent Street Ottawa Ontario.

Page 8 of 10 Page 8 of 18 File No.: PS2395 Contract # 4507513

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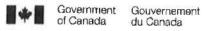
Annex B - Basis of Payment

Contract Period (2019-10-07 au 202	0-03-31)					
Category	Level of Expertise	Estimated Level of Effort (Hours)	Hourly Rate	Travel and Living	Number of Resources	Total (taxes excluded)
2. 8.2 Evaluation analyst	Intermediate				1	\$19,125.00

For the purpose of this contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive firm hourly rate must be prorated reflect the actual time worked.

Annex C - Security Requirement

(In a separate file attachement)



Contract Number / Numéro du contrat

Contract # 4507513

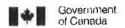
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

PART A - CONTRACT INFORMATION 1 Originating Government Department of Ministère ou organisme gouvernement	r Organization /		2. Branch or Directorate / Direction géne	rale ou Direction
			Corporate Services Branch	
3 a) Subcontract Number / Numéro du c	ontrat de sous-traitance	3 b) Name and Address	ess of Subcontractor / Nom et adresse du :	sous-traitant
4. Brief Description of Work / Brève dosc	riollon du travall			
Internal controls documentation and design	effectiveness testing of IT General (Controls and Application	Controls	
	The state of the s	zorniola and Application	Collida	
5. a) Will the supplier require access to C	antrolled Goods?			
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5 b) Will the supplier require access to u	uclassified military technical data	subject to the provin	ions of the Toubulant Date Control	
regulations:				✓ Non
Le fournisseur aura-t-il accès à des	données techniques militaires no	on classifiées qui sont	t assujetties aux dispositions du Régiemen	it itsii t
sur le contrôle des données techniq 5 Indicate the type of access required /	UBS 7			
B. a) Will the supplier and its employees	equire access to PROTECTED	and/or CLASSIFIED in	nformation or assets?	No [7]
(Specify the level of access using the	s auront-lis accès à des rensein	nements ou à des ble	ens PROTÉGÉS el/ou CLASSIFIÉS?	Non ✓
(Préciser le niveau d'accès en utilis;	e chart in Question 7. c)	westles 7 of		
 b) Will the supplier and its employees it 	a a cleaners maintenance ners	onnell require accord	to restricted access areas? No access to	I I No F
THOTEGIED AND GLASSIFIED	nformation or assets is colimited			No Non □
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				L▼ I Non L
	ne supplier will be required to ac	cess / Indiquer le type	e d'information auquel le fournisseur devra	a avoir accès
Canada 🗸		/OTAN	Foreign / Étrange	, N
b) Release restrictions / Restrictions re	atives à la diffusion		The second secon	
No release restrictions	All NATO countries		No release restrictions	
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Gouvernement du Canada

Contract # 4507513

Security Classification / Classification de sécurité

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a Mari the suc	inued) I PARTIE A (auito) plier require access to PROTECTE	D and/or CLASSIFIED COMSEC I	nformation or assets?		/ No Yes
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G 106H One must	aller require access to extremely si	ensitive INFOSEC information or as	sols?		✓ Non Yos
Le fournisse	aur aura-t-il accès à des renseigne	ments ou à des biens INFOSEC de	nature extremement delicate	8	L_J NON L_JOU
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Document t	Number / Numéro du document				100000
10 a) Person	el security screening level required	B · PERSONNEL (FOURNISSEUR 1 / Niveau de contrôle de la sécuni	du personnel requis		
	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET SECRET	TOP SECR TRÈS SEC	RET
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	SITE ACCESS ACCES AUX EMPLACEMENTS				
	Special comments: Commentaires spéciaux .		. 8		
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10 h) May un	screened personnel be used for po	rlions of the work?		du la gacame dell'allo	/ NG 105
Du pers	connel sans autorisation sécuntaire	peut-il se voir confier des parties o	du travail?		Non Oui
If Yes, i Dans l'a	will unscreened personnel be esco affirmative, le personnel en questro	rted? n sera-t-il escorté?			Non Yes
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INFORMATI	ON / ASSETS / RENSEIGNER	IENTS / BIENS			
	" - t lead to making an	d store PROTECTED and/or CLAS	SIFIED information or assets	on its site or	No Yes
promise	987				Non Oul
Le foun	nisseur sera-t-Il tenu de recevoir el	d'entreposer sur place des renseig	gnements ou des biens PROT	ÉGÉS et/ou	
11. b) Will the	supplier be required to safeguard	COMSEC information or assets?			/ No Yes
Le four	nisseur sera-t-il tenu de protéger d	es renseignements ou des biens C	OMSEC?		Non Oui
PRODUCTION	ON				
11 a) 144% tha	production (manufacture, and/or ten	air and/or modification) of PROTEC	TFD and/or CLASSIFIED mater	ial or equipment	No Yes
novie A	t the eumeliar's cite or normises?				▼ Non Our
Les insi	laliations du foumisseur serviront-ell LASSIFIÉ?	es à la production (fabrication et/ou l	réparation el/ou modification) de	material PROTEGE	
INFORMATI	ON TECHNOLOGY (IY) MEDIA	SUPPORT RELATIF À LA TECHI	NOLOGIE DE L'INFORMATION	v (TI)	
		items to electronically process, prod	uce or store PROTECTED and	or CLASSIFIED	No Yes
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Dispose	era-t-on d'un tien électronique entre	supplier's IT systems and the govern le système informatique du fournisse	nment department or agency? our et celui du ministère ou de l'	agence	No Non Out
l donneu	nementale?				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Government of Canada Gouvernement du Canada

Contract Number / Mirmore du contrat

Contract # 4507513

Security Classification / Classification de sécurité

							CHART /	TAULENGT	CCAPIT	ULATIF						
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Gouvernement du Canada

Contract # 4507513

Security Classification / Classification do sécurité

PART D - AUTHORIZATION / PAR 13. Organization Project Authority /					
Name (print) - Nom (en lettres moule		Title - Titre		Signature	1.11
Greg Hall		DG, Financ	e & Administration	1	Ill
Felephone No - N° de téléphone 613-808-0156	Facsimile No Nº d	e télécopieur	E-mail address - Adresse co greg.hall@canada.ca	urriel /	Date 2019 . 09. 12
14 Organization Security Authority	Responsable de la sé	curité de l'arga	misme		
Name (print) - Nom (en lettres moul	ées)	Title - Titre	E-mail address - Adresse co	Signature	4
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Annex D - Office of the Procurement Ombudsman Clauses

1) Clause for solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.

2) Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

3) Contract clause - Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

*	Infrastructure
7	Canada

CALL-UP AGAINST A STANDING OFFER FOR TEMPORARY HELP/CONTRACT AGAINST A SUPPLY ARRANGEMENT

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Appendix A - Appendice A General Terms and Conditions - Conditions Générales

Order No. N° de la demanda 4507516

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

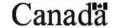
1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

- 1.1.2 Responsibility of Canada and of the Contractor
- (a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- (b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specifiedby law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price willbe adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.





Appendice A - Appendix A Conditions Générales - General Terms and Conditions

Order No. N° de la demande 4507516

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modelités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

- 1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.
- 1.1.2 Responsabilité du Canada et de l'entrepreneur
- a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicablesselon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.
- b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utiliséou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.
- 1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution destaxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

